

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Alexandria Division

In re:

JONATHAN D. JONES,

Debtor.

Case No. 07-12946-RGM
(Chapter 7)

MEMORANDUM OPINION

THIS CASE is before the court on the reaffirmation agreement filed on December 10, 2007, with APCO Employees Credit Union (Docket Entry 17). Section 524(c)(3) of the Bankruptcy Code requires that debtor's counsel make certain certifications before a reaffirmation agreement is effective. The second certification is that the agreement does not impose an undue hardship on the debtor or other dependant. In this instance, counsel modified the Part C certification. It now states that the agreement does impose an undue hardship on the debtor. Because the agreement does not satisfy §524(c)(3)(B), it is not enforceable. Court review of the agreement is not required unless counsel first makes all three certifications as required in §524(c)(3).

The lender in this case is a credit union. Section 524(m)(2) makes the presumption of undue hardship inapplicable to credit unions. Nevertheless, counsel must certify that there is no undue hardship. If the presumption were applicable, debtor's counsel may conclude that the presumption has been overcome and would in that instance certify that there is in fact no undue hardship. This being a credit union, the presumption has no applicability.

DONE at Alexandria, Virginia, this 13th day of December, 2007.

/s/ Robert G. Mayer
Robert G. Mayer
United States Bankruptcy Judge

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